

Daniel C. Durand III  
DURAND & ASSOCIATES, P.C.  
522 Edmonds, Suite 101  
Lewisville, Texas 75067  
(972) 221-5655  
Attorney for Residential Creditors  
durand@durandlaw.com

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

_____	)	
	)	Chapter 11
In Re:	)	
	)	
GRIDDY ENERGY, LLC,	)	Case No. 21-30923 (MI)
	)	
Debtor .	)	
_____	)	

**WEAVER AND TRUE'S MOTION TO EXTEND DEADLINE  
AND ALLOW LATE-FILED CLAIM FOR EXCUSABLE NEGLECT**

**THIS MOTION SEEKS AN ORDER THAT MAY ADVERSELY AFFECT YOU. IF YOU OPPOSE THE MOTION, YOU SHOULD IMMEDIATELY CONTACT THE MOVING PARTY TO RESOLVE THE DISPUTE. IF YOU AND THE MOVING PARTY CANNOT AGREE, YOU MUST FILE AND SERVE YOUR RESPONSE WITHIN 21 DAYS OF THE DATE THIS WAS SERVED ON YOU. YOUR RESPONSE MUST STATE WHY THE MOTION SHOULD NOT BE GRANTED. IF YOU DO NOT FILE A TIMELY RESPONSE, THE RELIEF MAY BE GRANTED WITHOUT FURTHER NOTICE TO YOU. IF YOU OPPOSE THE MOTION AND HAVE NOT REACHED AN AGREEMENT, YOU MUST ATTEND THE HEARING. UNLESS THE PARTIES AGREE OTHERWISE, THE COURT MAY CONSIDER EVIDENCE AT THE HEARING AND MAY DECIDE THE MOTION AT THE HEARING.**

COMES NOW, the residential creditors, DIANE WEAVER and GREGORY ALLEN TRUE, (herein "Weaver"), by and through their attorney of record, Daniel C. Durand, III, to request this Honorable Court to allow their late-filed claim attached pursuant to F.R.B.P. 3003(c)(3) and 9006(b)(1). See attached Exhibit "A".

Weaver was notified to file their claim by July 19, 2021.

They turned their claim over to the undersigned attorney in June who experienced heart issues and ultimately had heart surgery in July and was not able to timely file this claim by July 19, 2021. See attached Exhibit "B".

Weaver had a January, 2021 bill for \$146.60, but their February, 2021 bill from the Debtor was for \$5,662.00 which they paid by credit card.

Weaver seeks a refund for this outrageous overcharge.

The Supreme Court has defined excusable neglect fairly liberally to include inadvertence, mistake, or carelessness, in the context of filing a late claim in a Chapter 11 case. Pioneer Inv. Servs Co. v Brunswick Assocs., 507 U.S. 380, 113 S.Ct 1489, 123 L.ed.2d 74 (1993).

WHEREFORE, Weaver prays she be allowed an extension of time to file the attached Proof of Claim which has been sent to Stretto.

Respectfully submitted:



---

DANIEL C. DURAND, III  
Lead Counsel  
DURAND & ASSOCIATES, P.C.  
Attorney for Movants  
522 Edmonds, Suite 101  
Lewisville, Texas 75067  
(972) 221-5655 (phone)  
(972) 221-9569 (fax)  
State Bar Card No. 06287570  
durand@durandlaw.com



CHRISTIAN STERNAT  
Local Counsel  
Attorney at law  
2190 North Loop, Suite 101  
Houston, TX 77018  
(713) 686-6961  
State Bar Card No. 19175730  
Federal ID: 4940  
chrissternat@hotmail.com

**CERTIFICATE OF SERVICE**

A copy of the foregoing Motion to Extend Deadline and Allow Late-Filed Claim for Excusable Neglect was sent by fax to (713) 229-7897 and regular U.S. mail on 09/10/2021 to the list below.



Daniel C. Durand, III

1. David Robert Eastlake, Esquire  
Attorney for Debtor  
Baker Botts, LLP  
910 Louisiana Street, Houston, TX 77002

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED  
#7021 0350 0000 2147 0015

2. Griddy Energy, LLC Claims Processing  
c/o Stretto  
410 Exchange  
Suite 100  
Irvine, CA 92602

Aug 06 21 04:43p

p.4

<b>UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF TEXAS</b>		<b>PROOF OF CLAIM FOR FORMER CUSTOMERS</b>
Name of Debtor: <b>Griddy Energy LLC</b>	Case Number: <b>21-30923</b>	<b>COURT USE ONLY</b>
<small>NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.</small>		
Name of Former Customer filing this claim (or on whose behalf this claim is being filed): <b>GREGORY ALLEN TRUE + DIANE WEAVER</b>		
You may submit your proof of claim in one of two ways:  <b>Electronic Submission:</b> You may submit your claim to the Administrator by electronic submission through the interface available at <a href="https://cases.stretto.com/Griddy/Customers">https://cases.stretto.com/Griddy/Customers</a> .  Or  <b>Submission by First-Class Mail, Hand Delivery and Overnight Mail</b> Griddy Energy LLC Claims Processing c/o Stretto 410 Exchange, Suite 100 Irvine, CA 92602  Telephone number: 855-478-2725		<input type="checkbox"/> Check this box if this claim amends a previously filed claim.  Court Claim Number: _____ (If known)  Filed on: _____  <div style="text-align: center; font-size: 1.2em;"><b>Unique Claim ID:</b> <b>3890041</b></div>
<b>DO NOT SEND YOUR PROOF OF CLAIM BY FACSIMILE OR IN AN EMAIL. THOSE WILL NOT BE ACCEPTED.</b> Name and address where payment should be sent (if different from the information you fill out in #5 below (Signature)): _____  Telephone number: _____ email: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
<b>PLEASE FILL IN ALL AMOUNTS FOR WHICH YOU ARE ASSERTING A CLAIM AGAINST GRIDDY.</b>  1. <input checked="" type="checkbox"/> I am a Former Customer of Griddy and as a result of the February 13-19, 2021 winter storm, I was billed in the amount of \$ <u>5,815.<sup>00</sup></u> for electricity used during this time period. Documentation supporting these charges is attached.  <b>AND/OR</b> 2. <input checked="" type="checkbox"/> I am a Former Customer of Griddy and actually paid Griddy \$ <u>5,662.<sup>00</sup></u> for the electricity used during the February 13-19, 2021 winter storm. Documentation supporting these payments is attached.  <b>AND/OR</b> 3. <input type="checkbox"/> I am a Former Customer of Griddy and have another type of claim to make, whether known or unknown, contingent or non-contingent. How much is the claim? \$ _____ Please explain the basis for your claim: _____ _____ _____ _____		
4. Confirm whether you have disputed any Griddy electricity charges and whether you have received a full or partial refund from your credit card company: <input type="checkbox"/> I confirm I have not disputed any electric charges <input checked="" type="checkbox"/> I confirm I have disputed charges but have not received a full or partial refund. <input type="checkbox"/> I have disputed these charges and have <u>received</u> a full or partial refund in the total amount of \$ _____.		
5. Signature I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief and that I am the Former Customer or authorized to sign below on behalf of the Former Customer.  Signature: <u>Daniel C. Duraud Jr</u> Date: <u>August 6, 2021</u> Print Name: <u>Daniel C. Duraud Jr</u> Title: <u>Attorney in Fact</u> Company: <u>Duraud + Associates PC</u> <u>522 Edmond Ave, Ste 101</u> <u>Lewisville, TX 75067</u> Address and telephone number (if different from notice address above): <u>139 Ten Box Road</u> <u>Sunset, TX 76270</u> Address: Telephone: <u>214-415-6699</u>		



GREGORY ALLEN TRUE  
139 TEN BOX RD  
SUNSET TX 76270-6679

**Customer Service Information:**  
www.bankofamerica.com  
1.800.421.2110

**Mail billing inquiries to:**  
Bank of America  
P.O. Box 982234  
El Paso TX 79998-2234

**Mail payment to:**  
Bank of America  
P.O. Box 85100\*  
Dallas TX 75285-1001

February 8 - March 7, 2021  
Account# 4-66-8888-97-6053

Previous Balance	\$1.50
Payments and Other Credits	-\$100.00
Purchases and Adjustments	\$5,650.00
Fees Charged	\$0.00
Interest Charged	\$0.00

New Balance Total	\$5,551.50
Total Credit Line	\$7,500.00
Total Credit Available	\$1,948.50
Cash Credit Line	\$2,300.00
Portion of Credit Available for Cash	\$1,948.50
Statement Closing Date	03/07/2021
Days in Billing Cycle	28

New Balance Total	\$5,551.50
Current Payment Due	\$55.00
<hr/>	
Total Minimum Payment Due	\$55.00
Payment Due Date	04/04/2021

**Late Payment Warning:** If we do not receive your Total Minimum Payment by the date listed above, you may have to pay a late fee of up to \$39.00 and your APRs may be increased up to the Penalty APR of 29.99%.

**Total Minimum Payment Warning:** If you make only the Total Minimum Payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay	You will payoff the balance shown on this statement in about	And you will end up paying an estimated total of
Only the Total Minimum Payment	20 years	\$13,914.00
\$206.00	36 months	\$7,416.00 (Savings = \$6,498.00)

If you would like information about credit counseling services, call 866.300.5238.

07 0055515000005500000100000004400663383376053

BANK OF AMERICA  
P.O. BOX 851001  
DALLAS TX 75285-1001

GREGORY ALLEN TRUE  
139 TEN BOX RD  
SUNSET TX 76270-6679

Account Number: 6053

New Balance Total	\$5,551.50
Total Minimum Payment Due	\$55.00
Payment Due Date	04/04/2021

Enter payment amount \$

For change of address/phone number, see reverse side.  
Make your payment online at [www.bankofamerica.com](http://www.bankofamerica.com) or  
Mail this coupon along with your check payable to: Bank of America

15240222501: 1962338337605311



Aug 06 21 04:43p

p.6

GREGORY ALLEN TRUE | Account # [REDACTED] 6053 | February 8 - March 7, 2021

004 - 010 - 000 - G

**IMPORTANT INFORMATION ABOUT THIS ACCOUNT**

**PAYING INTEREST** - We will not charge interest on Purchases on the next statement if you pay the New Balance Total in full by the Payment Due Date, and you had paid in full by the previous Payment Due Date. We will begin charging interest on Balance Transfers and Cash Advances on the transaction date.

**TOTAL INTEREST CHARGE COMPUTATION** - Interest Charges accrue and are compounded on a daily basis. To determine the Interest Charges, we multiply each Balance Subject to Interest Rate by its applicable Daily Periodic Rate and that result is multiplied by the number of days in the billing cycle. To determine the total Interest Charge for the billing cycle, we add the Periodic Rate Interest Charges together. A Daily Periodic Rate is calculated by dividing an Annual Percentage Rate by 365.

**HOW WE ALLOCATE YOUR PAYMENTS** - Payments are allocated to posted balances. If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first (including transactions made after this statement). Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

**IMPORTANT INFORMATION ABOUT PAYMENTS BY PHONE** - When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply for expedited service. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

**YOUR CREDIT LINES** - The Total Credit Line is the amount of credit available for the account; however, only a portion of that is available for Bank Cash Advances. The Cash Credit Line is that amount you have available for Bank Cash Advances. Generally, Bank Cash Advances consist of ATM Cash Advances, Over the Counter (OTC) Cash Advances, Same-Day Online Cash Advances, Overdraft Protection Cash Advances, Cash Equivalents, and applicable transaction fees.

**MISCELLANEOUS** - Promotional Rate End Date: This date is based on a future statement closing date. If you change your payment due date, this date could change. The New Balance Total which appears on this statement is not a payoff amount and may be subject to additional interest charges when you pay in full after your statement closing date. Please contact the customer service number located on the front of this statement for a payoff amount. Virtual cards are the digital form of your eligible physical credit cards stored within a digital wallet.

© 2021 Bank of America Corporation

**CALCULATION OF BALANCES SUBJECT TO INTEREST RATE**

**Average Daily Balance Method (including new Purchases):** We calculate separate Balances Subject to an Interest Rate for Purchases and for each Introductory or Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we: (1) take the beginning balance; (2) add or amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) add new Purchases, new Account Fees, and new Transaction Fees; and (4) subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

**Average Balance Method (including new Balance Transfers and new Cash Advances):** We calculate separate Balances Subject to an Interest Rate for Balance Transfers, Cash Advances, and for each Introductory or Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or a Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we: (1) take the beginning balance; (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) add new Balance Transfers, new Cash Advances and Transaction Fees; and (4) subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance: (1) we take the beginning balance attributable solely to Pre-Cycle balance (which will be zero on the transaction date of the first Pre-Cycle balance); (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) add only the applicable Pre-Cycle balances and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

For the complete terms and conditions of your account, consult your Credit Card Agreement. This account is issued and administered by Bank of America. Bank of America is a registered trademark of Bank of America Corporation.

**PAYMENTS** - We credit mailed payments as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on the remittance portion of your monthly statement; (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (3) sent in the return envelope with only the remittance portion of your statement accompanying it. Payments received by mail after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Payments made online or by phone will be credited as of the date of receipt if made by 5 p.m. Central. Credit for any other payments may be delayed up to five days. Cash payments made with our tellers will only be accepted with a valid identification (ID).

No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop payment, your letter must reach us at least three business days before the automatic payment is scheduled to occur.

Change of Address/Phone number: Online at [www.bankofamerica.com](http://www.bankofamerica.com)

Please do not add any written communication in this space.

Aug 06 21 04:44p

p.7

GREGORY ALLEN TRUE | Account # 6053 | February 8 - March 7, 2021

**Transactions**

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
<b>Payments and Other Credits</b>						
03/01	03/01	BA ELECTRONIC PAYMENT	8765	6053	-100.00	
<b>TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD</b>						<b>-\$100.00</b>
<b>Purchases and Adjustments</b>						
02/14	02/15	GOGRIIDDY.COM				
02/15	02/16	GOGRIIDDY.COM	8079	6053	500.00	
02/15	02/16	GOGRIIDDY.COM	9207	6053	205.00	
02/16	02/17	GOGRIIDDY.COM	0135	6053	205.00	
02/16	02/18	GOGRIIDDY.COM	2669	6053	205.00	
02/17	02/18	GOGRIIDDY.COM	3798	6053	500.00	
02/18	02/19	GOGRIIDDY.COM	4254	6053	205.00	
02/18	02/19	GOGRIIDDY.COM	4555	6053	205.00	
02/18	02/19	GOGRIIDDY.COM	1181	6053	205.00	
02/18	02/19	GOGRIIDDY.COM	3651	6053	205.00	
02/18	02/19	GOGRIIDDY.COM	4612	6053	205.00	
02/18	02/19	GOGRIIDDY.COM	1102	6053	205.00	
02/18	02/19	GOGRIIDDY.COM	3412	6053	205.00	
02/18	02/19	GOGRIIDDY.COM	9823	6053	205.00	
02/19	02/20	GOGRIIDDY.COM	3869	6053	205.00	
02/19	02/20	GOGRIIDDY.COM	9669	6053	205.00	
02/19	02/20	GOGRIIDDY.COM	2248	6053	205.00	
02/19	02/20	GOGRIIDDY.COM	4161	6053	205.00	
02/19	02/20	GOGRIIDDY.COM	3533	6053	205.00	
02/20	02/22	GOGRIIDDY.COM	4241	6053	50.00	
02/20	02/22	GOGRIIDDY.COM	8207	6053	205.00	
02/20	02/22	GOGRIIDDY.COM	7821	6053	205.00	
02/20	02/22	GOGRIIDDY.COM	4982	6053	205.00	
02/25	02/26	GOGRIIDDY.COM	9019	6053	205.00	
<b>TOTAL PURCHASES AND ADJUSTMENTS FOR THIS PERIOD</b>						<b>\$5,650.00</b>
<b>Interest Charged</b>						
03/07	03/07	INTEREST CHARGED ON PURCHASES			0.00	
03/07	03/07	INTEREST CHARGED ON BALANCE TRANSFERS			0.00	
03/07	03/07	INTEREST CHARGED ON D/R DEPOSIT CASH ADV			0.00	
03/07	03/07	INTEREST CHARGED ON BANK CASH ADVANCES			0.00	
<b>TOTAL INTEREST CHARGED FOR THIS PERIOD</b>						<b>\$0.00</b>

2021 Totals Year-to-Date	
Total fees charged in 2021	\$1.50
Total interest charged in 2021	\$18.88

Aug 06 21 04:45p

p.8

GREGORY ALLEN TRUE | Account # ~~4444-4444-4444~~ 6052 | February 8 - March 7, 2021**Interest Charge Calculation**Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate	Promotional Transaction Type	Promotional Offer ID	Promotional Rate End Date	Balance Subject to Interest Rate	Interest Charges by Transaction Type
Purchases	19.99%V					
Balance Transfers	19.99%V				\$ 0.00	\$ 0.00
Direct Deposit and Check Cash Advances	22.99%V				\$ 0.00	\$ 0.00
Bank Cash Advances	24.99%V				\$ 0.00	\$ 0.00

APR Type Definitions: Daily Interest Rate Type: V= Variable Rate (rate may vary)

**Your Reward Summary**

56.50	Base Cash Back Earned
56.50	Total Cash Back Available

**Make the most of your rewards program today!****HEMINGWAY**BANK OF AMERICA 

A FILM BY KEN BURNS AND LYNN NOVICK

Tune in or stream on PBS, starting Monday, April 5 at 8/7 Central

Experience the complicated life of a legendary writer with an enduring influence on literature and culture. Learn more at [bankofamerica.com/Hemingway](https://bankofamerica.com/Hemingway)

SSM 12 20-9030 B | 3/3/21/29



Aug 06 21 04:45p

p.9

**BANK OF AMERICA**P.O. BOX 15204  
WILMINGTON, DE 19850GREGORY ALLEN TRUE  
139 TEN BOX RD  
SUNSET TX 76270-6679**Customer Service Information:**www.bankofamerica.com  
1.800.421.2110**Mail billing inquiries to:**Bank of America  
P.O. Box 982234  
El Paso TX 79998-2234**Mail payment to:**Bank of America  
P.O. Box 851001  
Dallas TX 75285-1001February 8 - March 7, 2021  
Account# ~~6053~~ 6053**Account Summary**

Previous Balance	\$1.50
Payments and Other Credits	-\$100.00
Purchases and Adjustments	\$5,650.00
<b>Fees Charged</b>	<b>\$0.00</b>
<b>Interest Charged</b>	<b>\$0.00</b>

New Balance Total	\$5,551.50
Total Credit Line	\$7,500.00
Total Credit Available	\$1,948.50
Cash Credit Line	\$2,300.00
Portion of Credit Available for Cash	\$1,948.50
Statement Closing Date	03/07/2021
Days in Billing Cycle	28

**Payment Information**

New Balance Total	\$5,551.50
Current Payment Due	\$55.00
<b>Total Minimum Payment Due</b>	<b>\$55.00</b>
Payment Due Date	04/04/2021

**Late Payment Warning:** If we do not receive your Total Minimum Payment by the date listed above, you may have to pay a late fee of up to \$39.00 and your APRs may be increased up to the Penalty APR of 29.99%.

**Total Minimum Payment Warning:** If you make only the Total Minimum Payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay	You will payoff the balance shown on this statement in about	And you will end up paying an estimated total of
Only the Total Minimum Payment	20 years	\$13,914.00
\$206.00	36 months	\$7,416.00 (Savings = \$6,498.00)

If you would like information about credit counseling services, call 866.300.5238.

07 005551500000550000010000004400663383376053

BANK OF AMERICA  
P.O. BOX 851001  
DALLAS TX 75285-1001GREGORY ALLEN TRUE  
139 TEN BOX RD  
SUNSET TX 76270-6679Account Number: ~~6053~~ 6053

New Balance Total	\$5,551.50
Total Minimum Payment Due	\$55.00
Payment Due Date	04/04/2021

Enter payment amount \$

For change of address/phone number, see reverse side.  
Make your payment online at www.bankofamerica.com or

Mail this coupon along with your check payable to: Bank of America

1157602225012 19623383376053

Aug 06 21 04:46p

p.10

GREGORY ALLEN TRUE | Account # [REDACTED] 5053 | February 8 - March 7, 2021

C04 - 000 - 000 - G

**IMPORTANT INFORMATION ABOUT THIS ACCOUNT**

**PAYING INTEREST** - We will not charge interest on Purchases or the next statement if you pay the New Balance Total in full by the Payment Due Date, and you had paid in full by the previous Payment Due Date. We will begin charging interest on Balance Transfers and Cash Advances on the transaction date.

**TOTAL INTEREST CHARGE COMPUTATION** - Interest Charges accrue and are compounded on a daily basis. To determine the Interest Charges, we multiply each Balance Subject to Interest Rate by its applicable Daily Periodic Rate and that result is multiplied by the number of days in the billing cycle. To determine the total Interest Charge for the billing cycle, we add the Periodic Rate Interest Charges together. A Daily Periodic Rate is calculated by dividing an Annual Percentage Rate by 365.

**HOW WE ALLOCATE YOUR PAYMENTS** - Payments are allocated to posted balances. If your account has balances with different APRs, we will allocate the amount of your payment equal to the Total Minimum Payment Due to the lowest APR balances first (including transactions made after this statement). Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

**IMPORTANT INFORMATION ABOUT PAYMENTS BY PHONE** - When using the optional Pay-by-Phone service, you authorize us to initiate an electronic payment from your account at the financial institution you designate. You must authorize the amount and timing of each payment. For your protection, we will ask for security information. A fee may apply for expedited service. To cancel, call us before the scheduled payment date. Same-day payments cannot be edited or canceled.

**YOUR CREDIT LINES** - The Total Credit Line is the amount of credit available for the account; however, only a portion of that is available for Bank Cash Advances. The Cash Credit Line is that amount you have available for Bank Cash Advances. Generally, Bank Cash Advances consist of ATM Cash Advances, Over the Counter (OTC) Cash Advances, Same-Day Online Cash Advances, Overdraft Protection Cash Advances, Cash Equivalents, and applicable transaction fees.

**MISCELLANEOUS** - Promotional Rate End Date: This date is based on a future statement closing date. If you change your payment due date, this date could change. The New Balance Total which appears on this statement is not a payoff amount and may be subject to additional interest charges when you pay in full after your statement closing date. Please contact the customer service number located on the front of this statement for a pay-off amount. Virtual cards are the digital form of your eligible physical credit cards stored within a digital wallet.

© 2021 Bank of America Corporation

**CALCULATION OF BALANCES SUBJECT TO INTEREST RATE**

**Average Daily Balance Method (including new Purchases):** We calculate separate Balances Subject to an Interest Rate for Purchases and for each Introductory or Promotional Offer balance consisting of Purchases. We do this by: (1) calculating a daily balance for each day in the billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we: (1) take the beginning balance; (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) add new Purchases, new Account Fees, and new Transaction Fees; and (4) subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

**Average Balance Method (including new Balance Transfers and new Cash Advances):** We calculate separate Balances Subject to an Interest Rate for Balance Transfers, Cash Advances, and for each Introductory or Promotional Offer balance consisting of Balance Transfers or Cash Advances. We do this by: (1) calculating a daily balance for each day in this statement's billing cycle; (2) calculating a daily balance for each day prior to this statement's billing cycle that had a "Pre-Cycle balance" - a Pre-Cycle balance is a Balance Transfer or a Cash Advance with a transaction date prior to this statement's billing cycle but with a posting date within this statement's billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in this statement's billing cycle.

To calculate the daily balance for each day in this statement's billing cycle, we: (1) take the beginning balance; (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) add new Balance Transfers, new Cash Advances and Transaction Fees; and (4) subtract applicable payments and credits. If any daily balance is less than zero we treat it as zero.

To calculate a daily balance for each day prior to this statement's billing cycle that had a Pre-Cycle balance: (1) we take the beginning balance attributable solely to Pre-Cycle balance (which will be zero on the transaction date of the first Pre-Cycle balance); (2) add an amount equal to the applicable Daily Periodic Rate multiplied by the previous day's daily balance; (3) and add only the applicable Pre-Cycle balances and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

For the complete terms and conditions of your account, consult your Credit Card Agreement. This account is issued and administered by Bank of America. Bank of America is a registered trademark of Bank of America Corporation.

**PAYMENTS** - We credit mailed payments as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on the remittance portion of your monthly statement; (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (3) sent in the return envelope with only the remittance portion of your statement accompanying it. Payments received by mail after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Payments made online or by phone will be credited as of the date of receipt if made by 5 p.m. Central. Credit for any other payments may be delayed up to five days. Cash payments made with our tellers will only be accepted with a valid identification (ID).

No payment shall operate as an accord and satisfaction without the prior written approval of one of our Senior Officers.

We process most payment checks electronically by using the information found on your check. Each check authorizes us to create a one-time electronic funds transfer (or process it as a check or paper draft). Funds may be withdrawn from your account as soon as the same day we receive your payment. Checks are not returned to you.

If you have authorized us to pay your credit card bill automatically from your savings or checking account with us, you can stop the payment on any amount you think is wrong. To stop payment, your letter must reach us at least three business days before the automatic payment is scheduled to occur.

Change of Address/Phone number: Online at [www.bankofamerica.com](http://www.bankofamerica.com)

Please do not add any written communication in this space.

Aug 06 21 04:47p

p.11

GREGORY ALLEN TRUE | Account # [REDACTED] 6053 | February 8 - March 7, 2021

**Transactions**

Transaction Date	Posting Date	Description	Reference Number	Account Number	Amount	Total
<b>Payments and Other Credits</b>						
03/01	03/01	BA ELECTRONIC PAYMENT	8765	6053	-100.00	
		<b>TOTAL PAYMENTS AND OTHER CREDITS FOR THIS PERIOD</b>				<b>-\$100.00</b>
<b>Purchases and Adjustments</b>						
02/14	02/15	GOGRIIDDY.COM WWW.GRIIDDY.COCA	8079	6053	500.00	
02/15	02/16	GOGRIIDDY.COM WWW.GRIIDDY.COCA	9207	6053	205.00	
02/15	02/16	GOGRIIDDY.COM WWW.GRIIDDY.COCA	0135	6053	205.00	
02/16	02/17	GOGRIIDDY.COM WWW.GRIIDDY.COCA	2669	6053	205.00	
02/16	02/18	GOGRIIDDY.COM WWW.GRIIDDY.COCA	3798	6053	500.00	
02/17	02/18	GOGRIIDDY.COM WWW.GRIIDDY.COCA	4254	6053	205.00	
02/18	02/19	GOGRIIDDY.COM WWW.GRIIDDY.COCA	4555	6053	205.00	
02/18	02/19	GOGRIIDDY.COM WWW.GRIIDDY.COCA	1181	6053	205.00	
02/18	02/19	GOGRIIDDY.COM WWW.GRIIDDY.COCA	3651	6053	205.00	
02/18	02/19	GOGRIIDDY.COM WWW.GRIIDDY.COCA	4612	6053	205.00	
02/18	02/19	GOGRIIDDY.COM WWW.GRIIDDY.COCA	1102	6053	205.00	
02/18	02/19	GOGRIIDDY.COM WWW.GRIIDDY.COCA	3412	6053	205.00	
02/18	02/19	GOGRIIDDY.COM WWW.GRIIDDY.COCA	9823	6053	205.00	
02/19	02/20	GOGRIIDDY.COM WWW.GRIIDDY.COCA	3869	6053	205.00	
02/19	02/20	GOGRIIDDY.COM WWW.GRIIDDY.COCA	9689	6053	205.00	
02/19	02/20	GOGRIIDDY.COM WWW.GRIIDDY.COCA	2248	6053	205.00	
02/19	02/20	GOGRIIDDY.COM WWW.GRIIDDY.COCA	4161	6053	205.00	
02/19	02/20	GOGRIIDDY.COM WWW.GRIIDDY.COCA	5533	6053	205.00	
02/20	02/22	GOGRIIDDY.COM WWW.GRIIDDY.COCA	4241	6053	50.00	
02/20	02/22	GOGRIIDDY.COM WWW.GRIIDDY.COCA	8207	6053	205.00	
02/20	02/22	GOGRIIDDY.COM WWW.GRIIDDY.COCA	7821	6053	205.00	
02/20	02/22	GOGRIIDDY.COM WWW.GRIIDDY.COCA	4982	6053	205.00	
02/20	02/22	GOGRIIDDY.COM WWW.GRIIDDY.COCA	5019	6053	205.00	
02/25	02/26	GOGRIIDDY.COM WWW.GRIIDDY.COCA	3183	6053	500.00	
		<b>TOTAL PURCHASES AND ADJUSTMENTS FOR THIS PERIOD</b>				<b>\$5,650.00</b>
<b>Interest Charged</b>						
03/07	03/07	INTEREST CHARGED ON PURCHASES			0.00	
03/07	03/07	INTEREST CHARGED ON BALANCE TRANSFERS			0.00	
03/07	03/07	INTEREST CHARGED ON DIR DEP&CHK CASHADV			0.00	
03/07	03/07	INTEREST CHARGED ON BANK CASH ADVANCES			0.00	
		<b>TOTAL INTEREST CHARGED FOR THIS PERIOD</b>				<b>\$0.00</b>

**2021 Totals Year-to-Date**

Total fees charged in 2021	\$1.50
Total interest charged in 2021	\$18.88

Aug 06 21 04:48p

p.12

GREGORY ALLEN TRUE | Account # [REDACTED] 6023 | February 8 - March 7, 2021

**Interest Charge Calculation**Your **Annual Percentage Rate (APR)** is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate	Promotional Transaction Type	Promotional Offer ID	Promotional Rate End Date	Balance Subject to Interest Rate	Interest Charges by Transaction Type
Purchases	19.99%V					
Balance Transfers	19.99%V				\$ 0.00	\$ 0.00
Direct Deposit and Check Cash Advances	22.99%V				\$ 0.00	\$ 0.00
Bank Cash Advances	24.95%V				\$ 0.00	\$ 0.00

APR Type Definitions: Daily Interest Rate Type: V = Variable Rate (rate may vary)

**Your Reward Summary**

56.50	Base Cash Back Earned
56.50	Total Cash Back Available

**Make the most of your rewards program today!****HEMINGWAY****BANK OF AMERICA** **A FILM BY KEN BURNS AND LYNN NOVICK**

Tune in or stream on PBS, starting Monday, April 5 at 8/7 Central

Experience the complicated life of a legendary writer with an enduring influence on literature and culture. Learn more at [bankofamerica.com/hemingway](http://bankofamerica.com/hemingway).

SSN 230-0000000000000000